



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/682,325	10/09/2003	Herbert Dale Yates JR.	0103078/0515987	8301
26874 7590 04/28/2008 FROST BROWN TODD, LLC 2200 PNC CENTER 201 E. FIFTH STREET CINCINNATI, OH 45202				
EXAMINER CARTER, CANDICE D				
ART UNIT		PAPER NUMBER		
3629				
NOTIFICATION DATE		DELIVERY MODE		
04/28/2008		ELECTRONIC		

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

patents@fbtlaw.com
rgaunce@fbtlaw.com

Office Action Summary

Application No.

10/682,325

Applicant(s)

YATES, HERBERT DALE

Examiner

CANDICE D. CARTER

Art Unit

3629

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 09 October 2003.
2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) 1-32 is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
10) ☒ The drawing(s) filed on 09 October 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO-8508)
Paper No(s)/Mail Date 11/21/2003, 10/9/2003
4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____

DETAILED ACTION

1. This communication is a First Action Non-Final on the merits. Claims 1-32, as originally filed, are currently pending and have been considered below.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 23-29 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Claim 23 recites the limitations "customers" and "owners". Examiner contends that the broadest reasonable interpretation of the limitations in the claimed invention encompasses human beings which do not fall within one of the four statutory categories (process, machine, manufacture, or composition of matter).

Claims 22-29 are dependent upon and incorporate the limitations of claim 23. Therefore, claims 22-29 are rejected using the same rationale as set forth above.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

4. **Claims 23, 24, 27, and 29 are rejected under 35 U.S.C. 102(b) as being anticipated by Mobile Storage (2001).**

As per claim 23, Mobile Storage discloses "A distribution system for reusable storage containers, the distribution system comprising:

a) a plurality of reusable storage containers" (Company Profile, ¶ 2 discloses 62,000 storage units);

"b) customers having a desire to obtain a plurality of reusable storage containers" (Company Profile, ¶ 1 discloses bringing storage to the customer, where the customer must desire the storage in order for the storage to be brought to them);

"c) an owner controlling said plurality of reusable storage containers" (Company Profile, ¶ 1 discloses Ronald Valenta and James Robertson starting The Mobile Storage Group, where Ronald Valenta and James Robertson are the owners of the company and are the owners of the storage containers);

"d) one or more fulfillment centers each possessing a portion of the plurality of reusable storage containers" (Company Profile, ¶ 4 discloses hubs that are facilities located in port cities that acquire storage units for rent or sale);

"and e) one or more outlets offering for rent one or more of the plurality of reusable storage containers to customers for a period of time" (Company Profile, ¶ 4 discloses hubs that are facilities located in port cities that acquire storage units for rent or sale).

As per claim 24, Mobile Storage discloses "reusable storage containers owned by the owner further comprise a plurality of available container sizes, including but not

Art Unit: 3629

limited to a standard small, medium, and large size" (Containers, ¶ 1 discloses the different sizes and dimensions that the containers come in).

As per claim 27, Mobile Storage discloses "wherein said reusable storage container cover is hingedly attached to reusable storage container" (Containers; the picture of the container shows that the doors are hingedly attached to the container).

As per claim 29, Mobile Storage discloses "reusable storage containers cover is lockable by various means" (Containers, ¶ 1 discloses a lock box system for locking the storage units).

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 1-22 and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mobile Storage in view of Door to Door (2001).

As per claim 1, Mobile Storage discloses "A method for distributing reusable storage containers, the method comprising the steps of:

a) obtaining a plurality of reusable storage containers, said plurality of reusable storage containers each comprising a bottom, side walls, a cover moveable from an open position such that articles may be placed and removed from the reusable storage container, and a closed position in which the reusable storage container is

Art Unit: 3629

closed" (Company Profile, ¶ 2 discloses 62,000 storage units and Products and Services shows containers that have a bottom and side walls and a cover that is able to be opened and closed);

"b) offering for rent to customers one or more of the reusable storage containers for a period of time"; c) accepting to rent by the customer one or more of the reusable storage containers for a period of time" (Company Profile, ¶ 1 discloses bringing storage to the customer, where the customer must desire the storage in order for the storage to be brought to them and ¶ 2 discloses that these units are available for rent or sale);

"e) taking possession by the customer of the one or more of the reusable storage containers for a period of time" (Company Profile, ¶ 1 discloses bringing storage to the customer);

"And g) receiving payment from the customer based on the length of time they possessed the one or more reusable storage containers" (Online Quote discloses where a customer may input information about services that they desire to calculate a quote, this quote is calculated using the length of time that the customer needs the storage for).

Mobile Storage, however, fails to explicitly disclose "returning by the customer the one or more of the reusable storage containers".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage to include the returning of the containers by the customer because it is old and well known

in the art of rental services for customers to return rented items after the term of the rental is up.

Mobile Storage, also, fails to explicitly disclose "receiving a deposit for the reusable storage containers accepted by the customer".

Door to Door discloses storage rentals requiring the payment of a deposit (Compared to Other Storage, bullet 4 discloses pay a deposit for a truck rental, where a truck is a type of container).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage to include the payment of a deposit as taught by Door to Door in order to secure the use of the storage by the customer.

As per claim 2, Mobile Storage discloses all of the elements of the claimed invention but fails to explicitly disclose "payment received from the customer is based on month to month rental arrangement rates".

Door to Door discloses storage rentals having month to month payments (Payment Info and Forms discloses monthly payments).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage to include the month to month payments as taught by Door to Door in order to establish a payment plan for a customer.

As per claim 3, the Mobile storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "month to month rental arrangement rate is reduced with subsequent month rentals".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include reducing the month to month rental arrangement with subsequent month rentals because applying incentive schemes or discounts to attract customers is a known technique that is recognized as part of the ordinary capabilities of one skilled in the art. One of ordinary skill in the art would have been capable of reducing the month to month rental arrangement with subsequent rentals and the results would have been predictable to one of ordinary skill in the art.

For example, apartment complexes often offer specials to attract prospective tenants into possibly renting one of their apartment units. These specials may include offering the first month of the lease for free or reduced by a particular percentage. Furthermore, it is common practice for rental communities to offer cheaper rent for signing a rental agreement with longer lease terms (i.e. a month to month lease would be more expensive than a year lease).

As per claim 4, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "said rate is reduced by a percentage after the first month".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage

and Door to Door combination to include reducing the rental rate by a percentage after the first month because applying incentive schemes or discounts to attract customers is a known technique that is recognized as part of the ordinary capabilities of one skilled in the art. One of ordinary skill in the art would have been capable of reducing the rental rate by a percentage after the first month and the results would have been predictable to one of ordinary skill in the art. See example for claim 3 above.

As per claim 5, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "payment received from the customer is based on a minimum number of said reusable storage containers rented per month".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Door to Door combination to include the payment being based on a minimum number of said reusable storage containers rented per month because applying incentive schemes or discounts to attract customers is a known technique that is recognized as part of the ordinary capabilities of one skilled in the art. One of ordinary skill in the art would have been capable of reducing the cost of the storage containers (per container) based on a minimum number of storage containers and the results would have been predictable to one of ordinary skill in the art.

For example, many wholesale clubs offer products for a lower price for customers that are willing to buy in bulk. These quantity discounts may include buying

10 rolls of toilet paper instead of one at a lower price per roll than if the customer had decided to buy just a single roll.

As per claim 6, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "payments received from the customer possessing one or more of the reusable storage containers are based on a minimum monthly rate".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include payments being based on a minimum monthly rate because it is old and well known to enforce a limit on incentive offers that are offered to prospective customers.

For example, an apartment complex is not able to offer free rent to their customers for the duration of their lease agreement because they will not be able to make a profit off of the rent and would lose money as a result of having to compensate for that loss.

As per claim 7, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "initial monthly rate is adjustable".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Door to Door combination to include adjustable minimum monthly rates because applying incentive schemes or discounts to attract customers is a known technique that

is recognized as part of the ordinary capabilities of one skilled in the art. One of ordinary skill in the art would have been capable of adjusting the minimum monthly rate of the rental and the results would have been predictable to one of ordinary skill in the art. See example used in claim 3 above.

As per claim 8, The Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "payment received is based on a per reusable storage container rental rate".

It would have been obvious to one of ordinary skill in the pertinent art to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include receiving payments based on per container rental rate because it is old and well known to price products based on a per unit price.

As per claim 9, Mobile Storage further discloses "distributing a plurality of reusable storage containers to one or more fulfillment centers" (Company Profile, ¶ 4 discloses hubs that are facilities located in port cities that acquire storage units for rent or sale).

As per claim 10, Mobile Storage further discloses "fulfillment centers operate as outlets, and one or more of said outlets are fulfillment centers" (Company Profile, ¶ 4 discloses a hubs that are facilities located in port cities that acquire storage units for rent or sale, where these hubs service their local customers acting as outlets for customers to purchase or sell).

As per claim 11, Mobile Storage discloses "outlets performing the steps of (b) and (g)" (Company Profile, ¶ 1 discloses bringing storage to the customer, where the

customer must desire the storage in order for the storage to be brought to them and ¶ 2 discloses that these units are available for rent or sale and Online Quote discloses where a customer may input information about services that they desire to calculate a quote, this quote is calculated using the length of time that the customer needs the storage for).

Mobile Storage, however, fails to explicitly disclose the outlets performing the step of (d).

Door to Door discloses storage rentals requiring the payment of a deposit (Compared to Other Storage, bullet 4 discloses pay a deposit for a truck rental, where a truck is a type of container).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage and to include the payment of a deposit as taught by Door to Door in order to secure the use of the storage by the customer.

As per claim 12, Mobile Storage discloses all of the elements of the claimed invention but fails to explicitly disclose "receiving a portion of the payment from the customer"

Door to Door discloses storage rentals receiving payments for storage services (Payment Info and Forms discloses monthly payments).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile

Art Unit: 3629

Storage to include receiving payments for the storage services rendered in order to compensate the storage company for their services.

As per claim 13, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to disclose "outlet is a gas station".

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include the gas station outlet because it is old and well known to use any retail location as a rental outlet.

For example, propane tanks are available for use from various locations such as gas stations and truck rental facilities. Once the customer has finished using the propane that is contained in the tank they would return the tank to the outlet center. Such practices are a form of renting.

As per claim 14, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to disclose "outlet is a grocery store".

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include the grocery store outlet because it is old and well known to use any retail location as a rental outlet.

For example, propane tanks are available for use from various locations such as gas stations and truck rental facilities. Once the customer has finished using the propane that is contained in the tank they would return the tank to the outlet center. Such practices are a form of renting.

As per claim 15, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to disclose "outlet is a truck rental facility".

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include the rental facility outlet because it is old and well known to use any retail location as a rental outlet.

For example, propane tanks are available for use from various locations such as gas stations and truck rental facilities. Once the customer has finished using the propane that is contained in the tank they would return the tank to the outlet center. Such practices are a form of renting.

As per claim 16, Mobile Storage further discloses "outlet is a storage rental facility" (Company Profile, ¶ 4 discloses hubs that are facilities located in port cities that acquire storage units for rent or sale, where these facilities are storage rental facilities).

As per claim 17, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to disclose "outlet is a shipping facility".

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include the shipping facility outlet because it is old and well known to use any retail location as a rental outlet.

For example, propane tanks are available for use from various locations such as gas stations and truck rental facilities. Once the customer has finished using the

propane that is contained in the tank they would return the tank to the outlet center. Such practices are a form of renting.

As per claim 18, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "the deposit comprises a down payment".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Door to Door combination to include the deposit comprising a down payment because it is old and well known for a down payment to be used as a form of a deposit.

For example, if a person wants to finance the purchase of a house they will generally, put a down payment on the home to secure its purchase and to lower the monthly mortgage payments of the loan.

As per claim 19, Mobile Storage further discloses "delivering the reusable storage containers to the customer" (Company Profile, ¶ 1 discloses bringing storage to the customer, where this suggests that the storage is delivered to the customer).

As per claim 20, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "receiving payment from the customer for delivery".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Door to Door combination to include receiving payment from the customer for delivery because it is old and well known to pay for delivery services.

For example, If a person has a food or furniture delivered to their home because they are not able to pick it up themselves, the customer will, in most cases, incur a delivery charge.

As per claim 21, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "the steps are performed sequentially".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include performing the steps sequentially because it is old and well known to perform the specific steps in a consecutive manner.

For example, the Mobile Storage group would have to obtain the storage containers before they can offer them to customers for rental purposes. Similarly, the customer must accept the terms of the rental agreement before they would put a deposit down.

As per claim 22, the Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose "the steps are performed sequentially as listed".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of the Mobile Storage and Door to Door combination to include performing the steps sequentially because it is old and well known to perform the specific steps in a consecutive manner.

For example, the Mobile Storage group would have to obtain the storage containers before they can offer them to customers for rental purposes. Similarly, the customer must accept the terms of the rental agreement before they would put a deposit down.

As per claim 30, Mobile Storage discloses "A method for distributing reusable storage containers, the method comprising the steps of:

a) obtaining a plurality of reusable storage containers, said plurality of reusable storage containers each comprising a bottom, side walls, a cover moveable from an open position such that articles may be placed and removed from the reusable storage container, and a closed position in which the reusable storage container is closed, wherein said reusable storage container is constructed primarily from a plastic" (Company Profile, ¶ 2 discloses 62,000 storage units and Products and Services discloses containers that have a bottom and side walls and a cover that is able to be opened and closed);

"b) distributing a plurality of reusable storage containers to one or more fulfillment centers" (Company Profile, ¶ 4 discloses hubs that are facilities located in port cities that acquire storage units for rent or sale, where the storage units are distributed to the hubs);

"c) offering for rent by one or more outlets to customers one or more of the reusable storage containers for a period of time; d) accepting to rent by the customer one or more of the reusable storage containers for a period of time" (Company Profile, ¶ 1 discloses bringing storage to the customer, where the customer must desire the

storage in order for the storage to be brought to them and ¶ 2 discloses that these units are available for rent or sale);

“f) delivering to the customer of the one or more of the reusable storage containers for a period of time” (Company Profile, ¶ 1 discloses bringing storage to the customer, where this suggests that the storage is delivered to the customer);

“h) receiving payment from the customer based on the length of time the customer possessed the one or more reusable storage containers, on a month to month rental basis” (Online Quote discloses where a customer may input information about services that they desire to calculate a quote, this quote is calculated using the length of time that the customer needs the storage for).

Mobile Storage, however, fails to explicitly disclose “e) receiving a deposit for the reusable storage containers accepted by the customer”.

Door to Door discloses storage rentals requiring the payment of a deposit (Compared to Other Storage, bullet 4 discloses pay a deposit for a truck rental, where a truck is a type of container).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage to include the payment of a deposit as taught by Door to Door in order to secure the use of the storage by the customer.

The Mobile Storage and Door to Door combination discloses all of the elements of the claimed invention but fails to explicitly disclose “wherein the deposit comprises a

down payment" and "returning by the customer the one or more of the reusable storage containers".

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Door to Door combination to include the deposit comprising a down payment because it is old and well known for a down payment to be used as a form of a deposit. For example, if a person wants to finance the purchase of a house they will generally, put a down payment on the home to secure its purchase and to lower the monthly mortgage payments of the loan.

It, also, would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage to include the returning of the containers by the customer because it is old and well known in the art of rental services for customers to return rented items after the term of the rental is up.

7. Claims 25 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mobile Storage.

As per claim 25, Mobile Storage discloses all of the elements of the claimed invention but fails to explicitly disclose "storage containers comprise a plurality of available colors, hues and grades of translucency"

It would have been an obvious matter of design choice to offer the storage containers in a plurality of colors, hues, and grades of translucency, since applicant has not disclosed that changing the color, hue, or translucency of the containers solves and

stated problem or is for any particular purpose and it appears that the invention would perform equally well with different colors, hues, and grades of translucency.

As per claim 26, Mobile Storage discloses all of the elements of the claimed invention but fails to explicitly disclose "storage containers comprise a plurality of available grades of material"

It would have been an obvious matter of design choice to offer the storage containers in different grades of material, since applicant has not disclosed that changing the color, hue, or translucency of the containers solves and stated problem or is for any particular purpose and it appears that the invention would perform equally well with different grades of material.

8. Claim 28 is rejected under 35 U.S.C. 103(a) as being unpatentable over Mobile Storage in view of Space Savers (2002).

As per claim 28, Mobile Storage discloses all of the elements of the claimed invention but fails to explicitly disclose "container cover is attached by a snap on feature".

Space Savers discloses storage containers having a snap on lid (via easy snap on lid).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rentals of Mobile Storage to include the snap on lids as taught by Space Savers in order secure the lid onto the container.

9. Claims 31 and 32 are rejected under 35 U.S.C. 103(a) as being unpatentable over Mobile Storage in view of Box Trotters (2002).

As per claim 31, Mobile Storage discloses "A method for distributing reusable storage containers, the method comprising the steps of:

a) obtaining a plurality of reusable storage containers, said plurality of reusable storage containers each comprising a bottom, side walls, a cover moveable from an open position such that articles may be placed and removed from the reusable storage container, and a closed position in which the reusable storage container is closed" (Company Profile, ¶ 2 discloses 62,000 storage units and Products and Services discloses containers that have a bottom and side walls and a cover that is able to be opened and closed);

"b) offering for sale to customers to buy one or more of the reusable storage containers; c) accepting the offer for sale by a customer to buy one or more of the reusable storage containers" (Company Profile, ¶ 1 discloses bringing storage to the customer, where the customer must desire the storage in order for the storage to be brought to them and ¶ 2 discloses that these units are available for rent or sale);

d) receiving a payment for the reusable storage containers accepted by the customer" (Online Quote discloses where a customer may input information about services that they desire to calculate a quote, this quote is calculated using the length of time that the customer needs the storage for);

"and e) taking possession by the customer of one or more reusable storage containers" (Company Profile, ¶ 1 discloses bringing storage to the customer).

Mobile Storage, however, fails to explicitly disclose "wherein said offer for sale includes a buy-back option whereby the customer may elect to sell one or more of the reusable storage containers back at a later time";

Box Trotters, discloses storage rental having the option to "lease-back" the storage containers (page 3, ¶ 2 discloses Box Trotters will lease containers from customers).

Therefore, it would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of Mobile Storage to include the "lease-back" option as taught by Box Trotters in order to give the customers an opportunity to earn money off of unused storage containers.

The Mobile Storage and Box Trotter combination fails to explicitly disclose a "buy-back" option.

It would have been old and well known to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Box Trotter combination to include a buy-back option because it is old and well known to buy items that are available for lease as well. For example, cars are available for purchase or lease as well as apartments or homes, etc..

As per claim 32, the Mobile Storage and Box Trotter combination discloses all of the elements of the claimed invention but fails to explicitly disclose "returning by the customer one or more of the reusable containers; and paying the customer pursuant to the buy-back option"

It would have been obvious to one of ordinary skill in the pertinent art at the time the invention was made to modify the mobile storage rental of the Mobile Storage and Box Trotter combination to include the returning of the containers by the customer because it is old and well known in the art of rental services for customers to return rented items after the term of the rental is up; and to include paying the customer pursuant to the buy back option because it is old and well known to pay someone when purchasing something from them.

Conclusion

10. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Haji-Ionnuo (2004/0111282) discloses a rental asset fee based on customer density. Hafen et al. (2003/0023453) discloses a system and method for managing a plurality of rental facilities. Curtis et al. (2004/0186756) discloses methods and apparatus for setting rental rates for self storage.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to CANDICE D. CARTER whose telephone number is (571) 270-5105. The examiner can normally be reached on Monday thru Thursday 7:30am- 6:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3629

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

CDC

/John G. Weiss/
Supervisory Patent Examiner, Art Unit 3629